

**UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

CHECKMATE STAFFING, INC.^{1/}
Employer

and

Case 31-RC-8211

BAKERY, CONFECTIONERY TOBACCO
WORKERS' AND GRAIN MILLERS'
INTERNATIONAL UNION, AFL-CIO-
CLC, LOCAL 37

Petitioner

DECISION AND DIRECTION OF ELECTION

The Bakery, Confectionery Tobacco Workers' and Grain Millers' International Union, AFL-CIO, CLC, Local 31 ("Union") filed a petition under Section 9(c) of the National Labor Relations Act, as amended, seeking to represent a unit of production, maintenance, sanitation, quality control, shipping and receiving employees jointly employed by CheckMate Staffing, Inc. ("Employer" or "CheckMate") and Traditional Baking, Inc. ("Traditional") at its facility in Bloomington, California. Traditional and CheckMate deny they are a joint employer and contend that the petitioned-for employees are employed solely by CheckMate. A hearing was held before a hearing officer of the National Labor Relations Board.

The Board has delegated its authority in this proceeding to me under Section 3(b) of the Act. Upon the entire record in this proceeding, I find:

^{1/} The name of the Employer reflects my conclusion that the petitioned-for employees are employed solely by CheckMate Staffing, and not by a joint employer.

1. **HEARING OFFICER RULINGS:** The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. **JURISDICTION:** CheckMate is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction in this matter.^{2/}

3. **LABOR ORGANIZATION:** The labor organization involved claims to represent certain employees of the Employer.

4. **QUESTION CONCERNING COMMERCE:** A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of the Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. **APPROPRIATE UNIT:** The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All production, maintenance, sanitation, quality control, shipping and receiving employees employed by the Employer at the facility 2575 So. Willow Avenue, Bloomington, CA 92316.

EXCLUDED: All sales drivers and transport drivers, office clerical employees, professional employees, all employees in the unit certified pursuant to Case No. 31-RC-8181, all other employees, guards and supervisors as defined in the Act.

The parties agree to the scope of the unit as amended at the hearing. The sole issue presented at the hearing was the identity of the Employer. Petitioner contends that CheckMate and Traditional are joint employers. Petitioner contends that Traditional meaningfully affects the terms and conditions of the CheckMate supplied employees in

^{2/} CheckMate, the Employer, a California Corporation with a place of business in Orange, California, is engaged in the business of providing temporary employees to businesses nationwide. Within the past twelve months, a representative period, the Employer provided services valued in excess of \$50,000 directly to customers located outside the State of California. Thus, the Employer satisfies the statutory jurisdictional requirement as well as the Board's discretionary standard for asserting jurisdiction herein. *Siemons Mailing Service*, 122 NLRB 81 (1959).

the areas of hiring, firing, discipline, direction, supervision, wages and hours. Traditional and CheckMate deny they are joint employers and contend the employees in the petitioned-for unit are employed solely by CheckMate. For the reasons set forth below, I conclude that the petitioned-for unit is employed solely by CheckMate and is an appropriate unit.

To provide a context for my discussion of this issue, I will first provide an overview of the operations at the facility. Then, I will present in detail the facts and reasoning that support my conclusion.

OVERVIEW OF OPERATIONS

Traditional is engaged in the business of manufacturing cookies at its facility and directly employs approximately 50 employees. Traditional's president and CEO, Kathy Voortman, is ultimately responsible for Traditional's labor relations, but she is assisted by business manager, Trisha Hernandez.^{3/} Sometime in 2002, the Union was certified as the collective bargaining representative of approximately 30 of Traditional's employees working in production, maintenance, packing and shipping.^{4/} Traditional and the Union are currently engaged in negotiations for an initial agreement. Kathy Voortman is Traditional's chief negotiator at these negotiations.

Traditional's employees work in three shifts. 7:00 a.m. to 3:30 p.m. (day shift); 3:30 p.m. to 12:00 a.m. (afternoon shift); and 12:00 a.m. to 8:30 a.m. (midnight shift). During the day shift, Traditional employs three supervisors: the first in production, the second in packaging and the third in set-up. During the afternoon shift, there is one supervisor named Gerardo, who supervises production, packaging and set-up. There is no production and no supervisor during the midnight shift, which is for maintenance only.

^{3/} According Kathy Voortman, her brother, Vice President John Voortman, also has some responsibility vis-à-vis labor relations within Traditional, as supervisors confer with him regarding disciplinary problems and employee complaints.

On a daily basis, Traditional Business Manager Hernandez creates the production schedule for the following day, which establishes which cookie(s) will be made. Based on the production schedule, Traditional VP John Voortman determines how many additional employees will be needed at the facility the following day and communicates that information to CheckMate, a staffing firm, which supplies the required labor force.

Pursuant to the three-year agreement between Traditional and CheckMate, which began on or about December 17, 2001, CheckMate provides its employees to perform work at Traditional's facility. Business Manager Hernandez negotiated this agreement on behalf of Traditional, subject to the final approval of Traditional President Kathy Voortman. CheckMate provides labor services to over 6000 customers throughout the United States and in Mexico.

CheckMate has been in business for ten years and operates approximately 100 to 120 offices (including approximately 60 on-site locations). CheckMate employs approximately 500 staff members who are not sent to clients. CheckMate does not have an existing collective-bargaining agreement with any labor organization.

JOINT EMPLOYER FACTORS

CheckMate is responsible for hiring and training employees, ensuring eligibility to work in the United States and maintaining personnel files.^{5/} CheckMate handles its own payroll and pays its employees directly, after making required deductions from their checks for state and federal taxes, FICA, and unemployment insurance. CheckMate provides its employees with fringe benefits and workers compensation coverage. While the agreement provides that the employees supplied by CheckMate are under the "exclusive control and direction" of CheckMate, its employees are to follow Traditional's

^{4/} The remaining Traditional employees are sales and clerical staff members.

^{5/} Personnel files for employees CheckMate sends to Traditional are maintained at CheckMate's office.

security, safety and fire rules while at the facility. Both parties have the contractual right to remove or reassign employees. Traditional exercised this right on one occasion with a CheckMate supplied forklift driver who had two accidents in one day. Traditional also has the right to hire CheckMate employees who have worked a total of 580 hours, for a fee payable to CheckMate. Traditional has hired CheckMate employees, but does not do so regularly. The parties' agreement sets forth both the hourly wages for CheckMate employees at the facility and the hourly bill rate^{6/} charged by CheckMate for the labor.

At the time of the hearing, there were approximately 30 employees supplied by CheckMate working at the facility. The employees provided by CheckMate work in the production, packaging and shipping departments.^{7/} According to Traditional's President, the number of employees supplied to Traditional by CheckMate has increased over the life of the contract.

Based on the increase in the number of employees it supplied, CheckMate exercised its contractual option to hire an on-site coordinator.^{8/} CheckMate has maintained an on-site coordinator at the facility since about August 2002. The On-Site Coordinator is employed by CheckMate and she works at a desk in the packaging department. She has access to all areas of the plant. Her desk and office equipment were provided by CheckMate. The On-Site Coordinator ensures that Traditional's daily staffing requirements are met, though Traditional's President Voortman was unaware of the process the On-Site Coordinator used to ensure CheckMate provided the appropriate number of workers.

Traditional's management is largely unaware of the identity of those working at its facility who are supplied by CheckMate. In the period June 2002 to the date of the

^{6/} The bill-rate is reflected as an hourly amount, which reflects CheckMate employees' hourly rate, plus a percentage (34-39%) mark up for CheckMate. The record does not reflect to what extent the parties negotiated over the pay rates for CheckMate's employees.

^{7/} There is also one maintenance employee supplied by CheckMate who works the midnight shift.

^{8/} Traditional played no role in CheckMate's selection of the On-Site Coordinator. Traditional President Voortman does not even know if the On-Site Coordinator has previous bakery work experience.

hearing, CheckMate had dispatched 290 different employees to Traditional. Traditional has exercised its authority to hire some CheckMate employees who worked over 580 hours, but it is not their practice to do so.^{9/} CheckMate invoices Traditional on a weekly basis but does not provide Traditional with a list of employees it has supplied or the hours they have worked. Between June 2002 and the time of the hearing, approximately 290 CheckMate supplied workers have worked varying amounts of hours at Traditional's facility.

The On-Site Coordinator usually works during the day shift, and for approximately the first one-half hour of the afternoon shift. According to Traditional's President Voortman, when the On-Site Coordinator is not at the facility, she is available by telephone. When a new CheckMate employee comes to the plant, the On-Site Coordinator will take the employee to where the employee is to work. The On-Site Coordinator is responsible for responding to problems with CheckMate's employees at the facility. If Traditional has a problem with the employee, its supervisors will alert the On-Site Coordinator, who then takes care of the problem. Where there is a dispute that concerns two employees from CheckMate, such as one sexual harassment complaint, it is handled solely through the On-Site Coordinator. CheckMate employees who wish to schedule vacations or call in sick, contact the On-Site Coordinator. The On-Site Coordinator reviews CheckMate employee's timecard information on a weekly basis and submits that information to CheckMate for payment.

In the packing department, Traditional lead person Veronica Valtierra^{10/} directs the work of the new employees and tells them where they should work. In that department, packers take cookies from the belt and put them on trays, then put on paper to be wrapped. Valtierra will help employees when the belt is broken or the cookies are coming the wrong way on the belt. When there is a problem with a CheckMate

^{9/} Traditional President Voortman could not approximate how many employees had been hired from CheckMate and could not verify whether Traditional had hired more than one employee from CheckMate.

^{10/} The parties stipulated that Valtierra was not a supervisor within the meaning of Section 2(11) of the Act.

employee, Valtierra will raise the issue with her supervisor, Gerardo, who will speak with the employee. If the problem continues, Gerardo will speak to the On-Site Coordinator. Valtierra described one situation where Valtierra raised an issue about a CheckMate employee who was not performing well to Gerardo. Gerardo later told Valtierra that the employee would not be returning.

Of all of the CheckMate employees that have been supplied to Traditional, President Voortman could recall only one instance where Traditional had requested that a CheckMate employee not be sent back to Traditional. In that situation, occurring approximately July or August 2002, a CheckMate employee driving a forklift had two accidents in one day. Traditional considered this to be a dangerous situation, removed the employee from its facility, and requested that CheckMate not reassign him to the facility. When CheckMate receives requests from employers not to send an employee back to the employer, the employee reports back to CheckMate's offices for reassignment to another employer.

On each of the three shifts, CheckMate employees work side-by-side with Traditional employees who perform the same or similar work.^{11/} All employees clock-in at the same machine. The time machine creates different printouts for Traditional and CheckMate, listing their respective employees and the hours they worked. Employees from CheckMate and Traditional work the same shifts and eat in the same lunchroom.

When employees begin working for CheckMate, they are given CheckMate employee handbooks. The CheckMate handbook provides for a three-level discipline policy, depending upon the severity of the offense. Traditional has its own employee handbook, which is given only to Traditional employees. Traditional has its own policies regarding sexual harassment and drug and alcohol use. The record does not reflect whether CheckMate has similar policies with respect to these issues. The facility has some rules posted in English and Spanish, prohibiting wearing jewelry, chewing gum

^{11/} Only two employees (one CheckMate and one Traditional) and no supervisor, work on the midnight shift.

and taking off hairnets in the facility. On one occasion, a memo was issued to both Traditional and CheckMate employees, by Traditional President Voortman, instructing employees that lunches must be stored in their lockers.

Traditional VP Voortman will usually let the On-Site Coordinator know whether any overtime is available. No employee of Traditional or CheckMate is required to work overtime. VP Voortman will ask Traditional employees if they want to work overtime, and the On-Site Coordinator will ask CheckMate employees if they wish to work overtime.

CHECKMATE AND TRADITIONAL ARE NOT JOINT EMPLOYERS

The Board recently affirmed its long-settled test for determining whether two separate entities should be considered joint employers. *Airborne Freight Company*, 338 NLRB No. 72, slip op. at 1, n.1 (November 22, 2002) (citation omitted). This standard is set forth in *Laerco Transportation*, 269 NLRB 324, 325 (1984):

The joint employer concept recognizes that two or more business entities are in fact separate but that they share or co-determine those matters governing the essential terms and conditions of employment. Whether an employer possesses sufficient indicia of control over petitioned-for employees employed by another employer is essentially a factual issue. To establish joint employer status there must be a showing that the employer meaningfully affects matters relating to the employment relationship such as hiring, firing, discipline, supervision and direction.

The issue of joint employer status must be decided upon the totality of the facts of the particular case. In cases involving a customer who contracts with another firm for labor services, the determining factor is whether the customer has the right to control the labor relations policies of the contractor. *Cabot Corporation*, 223 NLRB 1388 (1976). The essential element is “whether a putative joint employer’s control over employment matters is direct and immediate.” *Airborne Freight Company*, slip op. at 1, n.1 (citation omitted).

As set forth below, I find that Traditional did not exercise direct and immediate control over the employees in the petitioned-for unit. With regard to hiring, the record reflects that CheckMate exercised sole control in interviewing, recruiting and selecting the employees it sent to work at the facility. With regard to discipline, firing, supervision and direction of CheckMate's employees, I find that Traditional exercised limited, and for the most part routine, authority. Finally, I find that the totality of the circumstances weigh in favor of a finding that Traditional is not a joint employer of the petitioned for employees.

Discipline: With respect to discipline, the record reflects that Traditional's supervisors have little authority over CheckMate supplied employees. CheckMate's On-Site Coordinator is alone responsible for disciplining CheckMate employees at the facility. While Traditional's supervisors will sometimes notify the On-Site Coordinator when there is a problem, the On-Site Coordinator is responsible for resolving the problem with the employee.^{12/} CheckMate has its own progressive discipline policy that is reflected in the handbooks it hands out to each of its employees. If issues arise when the On-Site Coordinator is not at the facility, Traditional's afternoon supervisor Gerardo will talk to the employee. If the problem is ongoing, Gerardo will raise the matter with the On-Site Coordinator for her to resolve it with the CheckMate employee. The record reflects no evidence of any employee disciplined by Gerardo or any other Traditional supervisor. Attempts to resolve minor problems before referring them to the supplier employer does support a finding of joint employer status. *Laerco Transportation*, 269 NLRB at 326.

Firing: With respect to the 290 employees provided to Traditional by Checkmate in the 9 months preceding the hearing, the record reflected only one instance where

^{12/} In contrast, Traditional supervisors and VP Voortman are responsible for issuing discipline to Traditional's employees and the On-Site Coordinator has no role in the discipline of these employees. Traditional has its own employee handbook that is distributed to Traditional employees, but not CheckMate employees.

Traditional exercised its contractual right to remove an employee from its facility.^{13/} In that instance, a CheckMate supplied employee crashed a forklift twice in one day and was removed from the facility by Traditional. An unskilled forklift driver is dangerous to himself and others, and disrupts normal operations at a plant. As the liable owner/operator of the facility, Traditional had the obligation to ensure the safety of those employees working at the facility. Removing the unskilled forklift driver reflects Traditional's rights and responsibilities as the owner/operator of the facility rather than an exercise of joint employer authority. *Service Employees Local 87 (Trinity Maintenance)*, 312 NLRB 715, 7533 n. 113 (1993) (contractor's right to request that contracting employee be replaced is the right of an owner/occupier's to protect premises rather than that of a joint employer); *Southern California Gas Co.*, 302 NLRB 456, 462 (1991) (requesting that contractor not reassign janitor who slept on shift was the exercise of right to seek satisfactory performance of contract and to protect its premises and not a reflection of joint employer authority).^{14/}

This incident sharply contrasts with *Holyoke Visiting Nurses Assn*, 310 NLRB 684 (1993), relied upon by Petitioner to support its argument that Traditional and CheckMate are joint employers. In that case the Administrative Law Judge relied upon several factors to support his finding of joint employer status, including the fact that user employer, Holyoke Visiting Nurses Association (HVNA), had the right to refuse to accept the services of employees it did not want from the supplier employer. In *Holyoke*, however, the Administrative Law Judge found that HVNA had exercised its right of refusal because of an employee's perceived Section 7 activities. *Id.* at 688. Rather than protecting the HVNA's safety or property interest as an owner/operator, this request was

^{13/} With respect to a problem employee who did not return to work after Valtierra raised it with her supervisor, there is no direct evidence in the record establishing that Traditional requested her removal from the facility.

^{14/} Even though the contractor in *Southern California Gas Co.* discharged the janitor after the gas company asked that he not be reassigned there, the Administrative Law Judge found that the contractor, not the gas company discharged the janitor. In the instant case, the record does not reflect whether CheckMate reassigned the forklift driver to another company, or whether it discharged him.

designed to punish an employee for her protected actions and thus implicated HVNA's authority as a joint employer.

Supervision and Direction: Traditional's supervisors play little, if any, role in the supervision and direction of CheckMate supplied employees. When CheckMate supplies an employee to the facility, the On-Site Coordinator assigns the employee to the department where he or she will work. Once the employee reports to that department, Traditional employees, like Valtierra, train the employee. Valtierra also assists employees when cookies come down the belt the wrong way or the belt breaks. That CheckMate employees receive their training and ongoing instruction from employees, and not supervisors, indicates that the work is routine and does not require close supervision. "Evidence of minimal and routine supervision of employees, limited dispute resolution authority, and the routine nature of work assignments has been held insufficient to establish a joint employer relationship . . ." *Teamsters Local 776*, 313 NLRB 1148, 1162 (1994).

Petitioner's argument that CheckMate employees are supervised and directed as closely as the supplied employees in *M. B. Sturgis, Inc.*,¹⁵ *Holyoke* and *Reading Rock*,¹⁶ is unsupported by the record. Both *M.B. Sturgis* and *Holyoke* involved skilled labor where more intensive supervision was required. While *Reading Rock* involved drivers, labor arguably not as skilled as welders or nurses, the close relationship between the user and supplier employers distinguish that case from the present situation.

In *M. B. Sturgis*, the employees involved were skilled welders and steamfitters that in some instances required active and immediate supervision by the supervisors of the user employer, and in other instances required less supervision. The contract between the supplier and user employers gave the user employer the right to supervise, assign and

¹⁵/ 331 NLRB 1298 (2000).

¹⁶/ 330 NLRB 856 (2000).

discipline the supplied employees. The Board noted these employees were not left to work without supervision. 331 NLRB at 1301-02.

In *Holyoke*, the supplier employer provided nurses to HVNA. Nurses supplied to HVNA reported to HVNA supervisors and obtained assignments and detailed instructions from the HVNA supervisors regarding the care for each patient. When visiting assigned patients, the supplied nurses would contact the HVNA supervisor if any problem arose. At the end of each day, the supplied nurses would return to HVNA and report back on their day's assignments, including problems and pertinent information.

In contrast, in the present case, the CheckMate employees at the facility perform largely unskilled work, such as picking up cookies from a belt and putting them in a tray.^{17/} Traditional employs only one supervisor on the afternoon shift to oversee three different departments. Thus, employees working the in the packaging, production and shipping departments will necessarily work independently and without supervision much of the time. I find this to be closer to the limited supervision of relatively unskilled work involved in *Laerco*. That case involved warehouse workers and drivers who did not need to be told what to do, because everyone knew what needed to be done. Supervision of these workers was limited to instructions on which orders to give priority to, or where to deliver or pick-up items. 269 NLRB at 325.

In *Reading Rock*, the Administrative Law Judge based his finding of joint employer status on the fact that the “degree of supervision and control by Reading [the user employer] over the Greschel [supplier employer] drivers is in large part indistinguishable from that exercised over those drivers on Reading’s payroll.” 330 NLRB at 861. In that case, Greschel was owned and operated by a former Reading employee. Greschel supplied drivers to solely to Reading. Like the work at issue in the instant case, the work of the drivers was largely performed without close supervision.

^{17/} While the record reflects that one employee was driving a forklift, the record does not reflect what supervision or direction the forklift driver received from any Traditional supervisor or employee.

The Administrative Law Judge noted numerous factors supporting his finding about Reading's control over Greschel's drivers that are not present in the instant case. He noted, among other things, that: Greschel interviewed applicants for employment at Reading's site, and that Reading's managers participated in the interview; Greschel drivers obtained their assignments from the Reading Rock dispatcher and kept in contact with the dispatcher throughout the day; Greschel drivers wore Reading uniforms; Greschel discharged two drivers after Reading informed Greschel that the drivers had problems with their driving records; Greschel changed its vacation policy to conform to Reading's policy; Greschel drivers attended drivers' meetings with Reading's drivers; and Greschel's drivers participated in a committee that discussed compensation and other issues affecting all drivers operating from Reading's yard (but excluding those drivers who worked for other companies that provided drivers to Reading).

The facts in that case indicate a much stronger and closer relationship between both the companies and their respective employees than is present here. As mentioned above, CheckMate interviews and hires its employees with no input from Traditional at its own offices. CheckMate works with thousands of employers and maintains over 100 offices, with its own staff of 500. CheckMate provides a changing complement of employees to Traditional (as evidenced by over 290 employees provided over the past nine months for approximately 30 positions). CheckMate maintains its own policies and procedures and its employees earn vacation based on hours worked for CheckMate (regardless of which user employer they are referred to).

Totality of Circumstances: Based on the record, and as described above, I find that the totality of circumstances do not support a finding that Traditional is the joint employer of the employees in the petitioned for unit. While Traditional's contract with CheckMate sets rates of pay for CheckMate employees and the hourly rates which CheckMate bills Traditional, the record does not reflect to what extent, if any, Traditional influenced the wage rates for CheckMate employees in those negotiations. Regardless,

the record establishes that in the other key areas noted above, Traditional's authority and control is insufficient to establish a joint employer relationship with CheckMate.

There are approximately 30 employees in the unit.

DIRECTION OF ELECTION^{18/}

An election by secret ballot shall be conducted among the employees in the unit found appropriate at the time and place set forth in the notice of election to issue subsequently, subject to the Board's Rules and Regulations.

ELIGIBLE TO VOTE: Those in the unit who are employed during the payroll period ending immediately preceding the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off, are eligible to vote. [Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote.](#) Those in the military services of the United States Government may vote if they appear in person at the polls.

INELIGIBLE TO VOTE: Employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced are ineligible to vote.

^{18/} In accordance with Section 102.67 of the Board's Rules and Regulations, as amended all parties are specifically advised that I will conduct the election when scheduled, even if a request for review is filed, unless the Board expressly directs otherwise.

Those eligible shall vote whether they desire to be represented for collective bargaining purposes by **BAKERY, CONFECTIONERY TOBACCO WORKERS' AND GRAIN MILLERS' INTERNATIONAL UNION, AFL-CIO-CLC, LOCAL 37.**

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses that may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Co.*, 394 U.S. 759 (1969); *North Macon Health Care Facility*, 315 NLRB 359 (1994). Accordingly, it is hereby directed that an election eligibility list, containing the **FULL** names and addresses of all the eligible voters, must be filed by the Employer with me within 7 days of the date of the Decision and Direction of Election. The list must be of sufficiently large type to be clearly legible. This list may initially be used by me to assist in determining an adequate showing of interest. I shall, in turn, make the list available to all parties to the election, only after I have determined that an adequate showing of interest among the employees in the unit found appropriate has been established.

In order to be timely filed, such list must be received in the Regional Office, 11150 West Olympic Blvd., Suite 700, Los Angeles, California 90064-1824, on or before, **April 25, 2003**. No extension of time to file this list may be granted, nor shall the filing of a request for review operate to stay the filing of such list except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. The list may be submitted by facsimile transmission. Since the list is to be made available to all parties to

the election, please furnish a total of 2 copies, unless the list is submitted by facsimile, in which case no copies need be submitted. To speed the preliminary checking and the voting process itself, the names should be alphabetized (overall or by department, etc.).

RIGHT TO REQUEST REVIEW

A request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570, under the provision of Section 102.67 of the Board's Rules and Regulations. This request must be received by the Board in Washington by **May 2, 2003**.

DATED at Los Angeles, California this 18th day of April, 2003.

/s/ Laurel Spillane
Laurel Spillane, [Acting](#) Regional Director
National Labor Relations Board
Region 31

177-1650-0000